Bencher of the Law Society, and we are bound to say that if the Law Society owes anything to any single individual amongst their governing body they owe a debt of gratitude to Mr. James Maclennan. His duties there have been performed with the most painstaking industry and with a conscientious regard to the best interests of the profession. His now necessary retirement from the prominent position he took in Convocation will be a great loss to a body which can ill afford to lose such a hard-working, intelligent member. In 1872 he was made Q.C., a position which was then more a recognition of merit and less a *solatium* to political supporters than it has now become.

We congratulate the Government of the Dominion upon the appointment of Mr. Maclennan, and we venture to predict that the strength of the court will not suffer by his appointment. If this should be the result, the country may also be congratulated. Any Appellate Court which, as a whole, is not a strong court, and does not thus command the full confidence of the litigating public, cannot but be a misfortune to any country.

IMPROVEMENTS UNDER MISTAKE OF TITLE.

The recent decision of the Court of Appeal in *Beaty* v. *Shaw*, 14 App. R. 600, establishes a very important qualification to the right of persons to recover for improvements made under a mistake of title. In that case the parties claiming the improvements had purchased the land in question under the erroneous supposition that a prior mortgage had been duly discharged. The plaintiff who claimed under this mortgage, established that notwithstanding the pretended discharge of it, it was still a subsisting security, but though making a declaration to this effect, the learned Chancellor, before whom the case was originally tried, coupled with it an order that the defendant purchasers were, as against the mortgagee, entitled to be allowed for the improvements made by them on the land, as having been made under a mistake of title. The claim of the mortgagee was thus virtually postponed to the lien for improvements in favour of the defendants. From this decision, however, the Court of Appeal dissented. Their Lordships were of opinion that the statute, R. S. O. c. 100, s. 30, does not apply to cases where a purchaser buys with a defective title.

Osler, J.A., says: "The governing words of the clause are 'under the belief that the land is his own;' the implication from them being that the case intended to be provided for by the Legislature is that of improvements made by a person, under a mistake of title, on land which turns out not to belong to him—not to be his own. Do they extend to such a case as the present, where the land is really the land of the person who has made the improvements, but is subject to a mortgage or prior charge of some kind, which from accident or neglect, he has failed to discover before he purchased it?" This question, he thinks, must be answered in the negative. The distinction which the Court of Appeal have thus drawn is rather a fine one. The existence of a prior encumbrance which a purchaser by mistake assumes to be discharged, may in many cases amount to the